

REMARKS

In view of the amendments and remarks herein the examiner is requested to reconsider each of the rejections set forth in Paper No. 20061226.

By this amendment claims 1-65 are canceled and new claims are submitted. It is respectfully submitted that each new claim is distinguished over the combination of the Erickson and ZipLink references.

First, the signup software described by Erickson is not customized for a particular person. Rather, the signup software uses generic wizards to guide a user. *See* page 78, column 1. Therefore, the signup software does not teach or suggest graphical user interfaces (GUIs) that are customized for a particular user.

Second, although Erickson describes a desktop application, the content of which the user has some control over, he does not specify how the user controls the content. *See* page 80. Furthermore, Erickson indicates that content can be pushed to a particular user but he is silent as to the criteria for selecting the user to which the content is pushed. *Id.* The pushed content might be generic appeal to the public. Thus, Erickson does not specifically disclose that the desktop application is customized for a particular person based on that person's preferences or prior activities, which can be provided to a service provider.

Third, there is no indication that the desktop application discussed by Erickson has content related to the products and services of one particular retail vendor without advertising for any other retail vendor. In fact, the desktop interface includes the Internet service provider's (ISPs) content *partners* and when a new content partner is added, the desktop is updated to reflect the addition. Page 79, column 3-page 80, column 1. Thus, Erickson describes a desktop application that is designed to emulate AOL, which teaches away from an interface that is provided by an ISP but is dedicated to the purpose of a single retail vendor with content relating to that retail vendor that is customized for a particular user.

Fourth, a person using the desktop application described by Erickson can access both content channels and Internet services *from the desktop application*. *See* page 78, column 3. Thus, Erickson teaches away from viewing a series of customized GUIs that are provided by a service provider on behalf of a particular retail vendor before accessing Internet services.

Fifth, there is no indication in Erickson that a user's activities are tracked or recorded so that information gleaned from this tracking may be used to customize or modify a graphical user interface that is provided by a service provider on behalf of a retail vendor.

Sixth, in the Office action, the examiner concedes that Erickson does not teach an ISP that provides services on behalf of a retail vendor. ZipLink does not cure the deficiency of Erickson. In fact, ZipLink teaches away from combination with the desktop application of Erickson. For example, pursuant to information from ZipLink's website (*see* PTO-1449, which was submitted herewith), a retail store's website is the first site that the user sees every time the user logs on. Additionally, there is no indication that the store's website provides a GUI that is customized based on the user's preferences or prior activities. Taken together, there is no suggestion or motivation to combine the reference teaches as ZipLink is contrary to the purposes of AOL or an entity that emulates AOL.

As Erickson and ZipLink, alone or in combination, do not teach or suggest the content of the new claims submitted herewith and as there is no reason to combine or modify the references teachings, it is respectfully submitted that new claims 66-85 are in condition for allowance. The commissioner is authorized to charge any additional fees, including extension of time fees, or credit any overpayment to the Deposit Account Number 20-1504 (ITL.0391US).

Respectfully submitted,

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